

07 CIV 7768

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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WELL LUCK CO., INC.,

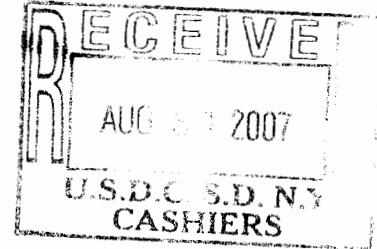
Plaintiff,

07 Civ.

- against -

CHINA SHIPPING CONTAINER LINES CO.,
LTD.,

Defendant.
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COMPLAINT

Plaintiff, by its attorneys, CASEY & BARNETT, LLC, for its Complaint, alleges upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333.

2. Plaintiff, WEEL LUCK CO., INC., is a corporation with a place of business located at 104 Harbor Drive, Jersey City, New Jersey 07305, and is the cargo receiver and/or consignee of the consignment of canned yellow peaches on board the M/V Denderah Rickmers, as more fully described below.

3. Defendant, CHINA SHIPPING CONTAINER LINES CO., LTD. (hereinafter "CSCL), is a foreign corporation with a place of business located at 11 Phillips Parkway, PO Box 420, Montvale, New Jersey, was and still is doing business in this jurisdiction directly and/or through an agent and was at all times acting in the capacity of a common carrier by water.

4. Plaintiff was the consignee, owner and/or assured of the consignment hereinbelow described and brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignment, as their respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

5. On and about August 20, 2006, a consignment consisting of 2,016 cartons of canned cling peaches, then being in good order and condition, and laden into container CCLU3807981, was delivered to defendant CSCL at the port of Lianyungang, China for transportation to Chicago, Illinois via Los Angeles, California in consideration of an agreed freight pursuant to CSCL bill of lading no. LYCHI3E0415 dated August 20, 2006.

6. Thereafter, the aforementioned consignment was loaded aboard the M/V Denderah Rickmers, CSCL issued its bill of lading and the vessel sailed for its intended destination.

7. On or about September 18, 2006, the referenced container arrived at the consignees warehouse on the bed of a truck driven by defendant's agent. While backing up to

the consignees loading dock, the consignment of canned peaches fell out of the container and landed on the concrete loading ramp below, causing physical damages.

8. The damage to the aforementioned consignment did not result from any act or omission on the part of plaintiff or shipper, but to the contrary, was the result in whole or in part, of the negligence and/or fault of defendant and/or its agents.

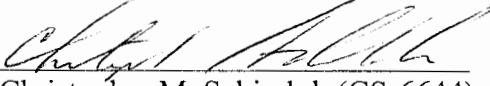
9. By reason of the foregoing, plaintiff has sustained damages in a total amount of no less than \$4,000, as nearly as presently can be determined, no amount of which has been paid, although duly demanded.

WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue against Defendants citing them to appear and answer all and singular the matters aforesaid;
2. That judgment may be entered in favor of Plaintiff and against Defendants for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action and
3. That this Court grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
August 31, 2007
115-874

CASEY & BARNETT, LLC
Attorneys for Plaintiff

By: 
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